



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417-AAAAAAA

O-365A082 DEC 31 1980 -3 40 PM DEC 30 1980

December 22, 1980
INTERSTATE COMMERCE COMMISSION

Fee \$...

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 3 ("Rider") dated
as of June 25, 1979 to Car Leasing Agreement 8391
("Lease") between North American Car Corporation ("NAC")
and Theile-Kaolin Company ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an
executed counterpart and four certified true copies of the
Rider, which has been assigned to General Electric Credit and
Leasing Corporation ("Assignee"), pursuant to a Bailment
Agreement and Assignment of Leases ("Bailment Agreement")
dated as of December 18, 1978 and amended on November 15, 1979
and recorded with the Interstate Commerce Commission on January
23, 1980, under Recordation No. 11417. Please record this Rider
under that Recordation number.

The equipment is covered in the Rider and the names and addresses
of the parties are as follows. The address of the Lessor, North
American Car Corporation, is 222 South Riverside Plaza, Chicago,
Illinois 60606 and the address of the above named Lessee is
Box 1056 Kaolin Road, Sandersville, Georgia 31082. Please cross
index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment
described in the Rider to the terms of the Lease, thereby
leasing the same to the Lessee. The Bailment Agreement provides
that NAC shall hold, lease, maintain and perform certain
administrative and other services with respect to the equipment
covered by the Lease and that NAC assigns to Assignee all its
interest in, but not its obligations under, the Lease (including
amounts received or credited for mileage compensation relating
to that leased equipment). The equipment covered by the Lease
has been or is to be sold to Assignee.

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TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

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Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

KEEP
ICC FILE COPY
11417-~~A~~AAAAAA

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The above described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Twenty (20)	14,100 gallon capacity tank cars, for shipment of Clay Slurry (Car numbers to be identified by separate letter from North American to Lessee after such numbers become available. Lessee's counter-signature to such letter is not required)	\$409.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Jacksonville, Georgia.

For each mile in excess of 30,000 a day in service that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (Wholesale Equipment - code 114), according to the latest information available as reported in the current "Survey of Current Events", published by the U. S. Department of Commerce, as of the date the first car is returned for delivery to Lessee, less a rate of \$1.40 as was reported for December, 1973. Rentals thus calculated shall be added to the current \$0.50.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or management, or any institution having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.30 per car for each modification required by North American on such car, effective as of the date the car is returned from the shop with application of such modifications, modifications or adjustments (hereinafter the "Modification"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to spread in view of the estimated working useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car enter a car shop for such Modification, the rental with respect to such car shall continue upon the date specified in writing by North American, provided that such date is not to later than the date the Modification is completed to the car.

Lessee shall be responsible for the cost of any Modification to the car which shall be made as a condition of the lease. Lessee shall be responsible for the cost of any Modification to the car which shall be made as a condition of the lease.

Witness my hand and seal this 1st day of January, 1974.

By: _____

By: _____

By: _____

By: _____

"This lease is a COUNTERPART ORIGIN. No assignment of or security interest in this lease may be created or effected except by the transfer of possession of the copy marked 'ORIGINAL'."

AMERICAN CAR CORPORATION

322 SOUTH PAVEMENT BLVD. • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 345-1000 • TELEX 255222

February 26, 1980

Thiele Kaolin Company
Box 1056
Sanderenville, Georgia 31082

Re: Rider No. 3 of
Car Leasing Agreement 8391

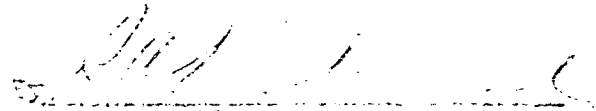
Continued:

The cars with the following reporting marks are to be
subjected to Rider No. 3 of Car Leasing Agreement 8391:

MARK 14680 thru 14689.

Very truly yours,

AMERICAN CAR CORPORATION


Vice President

State of Illinois)
) SS:
County of Cook)

On this 5th day of July, 19 79, before me personally appeared J. P. Platt, to me personally known, who, being by me duly sworn, says that he is a Sr Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James M. H. H. H.
Notary Public
My Commission expires 5-6-82

(Notarial Seal)

State of Georgia)
) SS:
County of Washington)

On this 16th day of July, 1979, before me personally appeared J. D. Miller, to me personally known, who, being by me duly sworn, says that he is a Vice President of Thiele Kaolin Company, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rachel V. Jackson
Notary Public
My Commission expires 3-27-82

(Notarial Seal)